

**SAMPLE FORM OF CONTRACT
FOR PUBLIC WORKS PROJECTS**

REV 070109

CONTRACT

This agreement, made and concluded by and between the City of Hartford, a Municipal Corporation organized and existing under the laws of the State of Connecticut, acting herein by its Chief Operations Officer, duly authorized, hereinafter designated the "City", party of the first part, and

(being party named in the attached copy of the proposal) hereinafter designated the "CONTRACTOR," party of the second part.

1. WITNESSETH, That said Contractor has agreed, and by these presents does for his, their or its heirs, executors, administrators, successors, and assigns covenant, promise and agree to and with the said City, for the consideration hereinafter mentioned and contained, and under the penalty expressed in bonds hereunto annexed, that the said Contractor shall and will, at his, its or their own proper charge, cost and expense do and perform all the work and furnish all materials and labor necessary or proper, and build in a good, firm and substantial manner, with appurtenances of every kind complete in accordance with this contract and the specifications which are a part hereof, and in accordance with such further plans and directions as have been made or may be made from time to time as the work referred to in the information for bidders, accompanying this contract, vis.:

PROJECT TITLE

Contract NUMBER

All to be in accordance with the terms of the proposal for said work submitted to the Procurement Manager of the City of Hartford, accepted by the Committee of Award and made part of this contract.

2. Engineer To Be Judge: The City Engineer of the City of Hartford and his duly authorized representatives, hereinafter referred to as the "ENGINEER," shall be the judge of the character, nature and fitness of all work done and materials furnished under this contract, and of the amount, quality, and classification of the several kinds of work for which payment is made, and he shall decide as to the meaning, intent, and performance of this contract. The entire work shall be done under his supervision and to his satisfaction, and his estimates and his decisions upon all questions relating to said work shall be a condition precedent to the right of said Contractor to payments under this agreement. Inspectors, so-called, shall not be deemed authorized to accept notices or waive any of the provisions hereof or modify any order or orders of said Engineer.

3. Changes and Extra Work: The Engineer may, in writing, and without notice to surety, alter and change the line, grade, plan, form, position, dimensions or materials of the work herein contemplated, or any part thereof, in a manner not inconsistent with the general layout of said improvement, either before or after its commencement, or may order in writing any extra work which he may deem necessary in connection therewith. If such alterations diminish the quantity of work to be done they shall not be made the basis of a claim for damages, or for anticipated profits on the work that may be dispensed with; if they increase the amount of work, such increase shall be paid for according to the quantity actually done, and at the price established for such work under this contract; or in case there is no price established, it shall be paid for at its actual reasonable cost, as determined by the Engineer, plus 15 percent of said cost, plus also the actual cost of insurance and special taxes figured on labor payrolls which the Contractor is required to pay, or at unit prices mutually agreed upon before commencing said work; provided, however, that no payment for extra work done or materials furnished shall be made unless such extras shall have been ordered in writing by the Engineer.

Should alterations in the character of the work be, in the opinion of the Engineer, productive of increased cost or result in decreased cost to the Contractor, a fair and equitable sum therefore, to be agreed upon in writing by the Contractor and the Engineer before such work is begun, shall be added to or deducted from the contract price, as the case may be.

4. Extra Claims To Be Made Promptly: No claim for payment in addition to the amount so awarded, on account of extra work done or materials furnished or damaged sustained, shall be considered unless the Contractor shall make the same to the Engineer, in writing, within twenty days after the date of the estimate when such award is made - or in case there is no award, then within twenty days after the date of the estimate next following the doing of the work or the sustaining of the damages for which said compensation is claimed - and shall, when requested, file with the Engineer an itemized statement of, and vouchers for, the quantities and prices of such work, materials, or damages; and it is agreed that the filing of said claim as above specified (together with said statement and vouchers when requested) shall be a condition precedent to the right of the Contractor to receive an additional compensation under this contract.
5. a. Contractor's Control of Work-Assignment: The Contractor shall not assign this contract or any interest therein, nor sublet any part of the work contemplated hereunder, nor part with control or charge thereof, without the written consent of the City Manager. Any such attempted assignment or subletting shall, at the option of the Manager, forthwith work an avoidance of this contract, or may be treated by the Manager as null and void.

The Contractor may, with the consent of and subject to the approval of the Engineer in each case, employ sub-contractors to supply material and perform parts of the work required herein. But the Engineer shall be notified in advance and his written approval secured before sub-contractors are employed on the work. The employment of sub-contractors will not relieve the general Contractor of full responsibility for all parts of the work.

- b. Contractor To Have Superintendent: The Contractor shall keep a competent superintendent on the job premises whenever any work is being done who shall receive orders in the Contractor's absence, and the Contractor shall obey them as if received by him personally.
6. a. Contractor Responsible For Whole Work: The Contractor shall be responsible for the entire work until its final acceptance, and any unfaithful or imperfect work or defective material that may be discovered at any time before said final acceptance shall be immediately corrected or removed by said Contractor on requirement of the Engineer.
- b. Defects: In case the nature of the defects is such that it is not expedient to have them corrected, the Engineer shall have the right to deduct from the amount due the Contractor on the final settlement of the accounts such sum of money as he considers a proper equivalent for the difference between the value of the materials or work specified and that furnished, or a proper equivalent for the damage.
 - c. Examinations: The Contractor shall at any time make such openings, and to such extent, to or through such part or parts of the said structures as the Engineer shall direct, and he shall restore the part of the work so disturbed to the satisfaction of the Engineer. Should the work or materials be found defective in any respect, the whole of the expense incurred thereby shall be defrayed by the Contractor, but, if otherwise, by the City.
 - d. Partial Payment Not Acceptable: It is also agreed that this is an entire contract for one whole and complete work, and that no partial payments on account by the City, nor the presence of the Engineer or inspectors, or their supervision or inspection of work or materials, nor the use of parts of the proposed structure shall constitute an acceptance of any part of the work before its entire completion and final acceptance.
7. May Be Used Before Completion: The City shall have the right to use any of the work or structures herein described or may grant permission to any person or persons to use or make connections therewith during the progress of the work herein contracted for, and the Contractor shall not interfere with nor obstruct such use. No extra allowance shall be made to said Contractor on this account, nor

shall such use be construed to constitute approval or acceptance by the City of any part of the work.

8. a. Commencement And Completion of Work: The Contractor shall commence work on the ground within the time stated therefore in the information for bidders for this work, and shall prosecute the same in such sections and in such order as the Engineer may direct, and shall complete the said structures and all work connected therewith within the time stipulate therefore in the specifications.
 - b. Extension Of Time: If the Contractor is delayed in the prosecution or completion of the work by or on account of any act or omission of the City, or by strikes or causes beyond control of the Contractor, he shall be entitle to such reasonable extension of time for the completion of the work as may be decided upon by the Engineer, provided, however, that no claim for an extension of time for any reason shall be allowed unless, within three days after such delay occurs, notice in writing of the fact of said delay, its causes, and the extension claimed, shall be given by the Contractor to the Engineer.
 - c. Liquidated Damages: The Contractor and the Contractor's Surety shall be liable for and shall pay the City one thousand dollars (\$1,000) as liquidated damages for each calendar day or delay until the Work is Substantially Complete provided the City may withhold from any sums due to the Contractor, being either progress payments or the Final Payment or otherwise, the sums claimed due as liquidated damages. The amount is agreed upon as the proper measure of liquidated damages which the Owner will sustain per day by failure of the Contractor to complete the Work within the stipulated schedule.
9. a. Maintenance: The Contractor agrees to keep and maintain the work in good repair for such period and in such manner as may be set forth and defined in the General Requirements of the specifications for a period of one (1) year from the date of the Engineer's certificate of completion of the entire work.
 - b. Engineer May Make Repairs: Whenever, before the expiration of the above specified maintenance period, the Engineer shall give written notice, postage prepaid, to the business address of the Contractor, to make any repairs so required, and if the Contractor shall fail to make such repairs to the satisfaction of the Engineer within three days from the date of mailing of said notice, then the Engineer shall have the right to employ such other person or persons as he may deem proper to make the same, and the City shall pay the expense thereof out of any money otherwise due to the Contractor. It is however, mutually agreed that the Engineer, at his discretion, and at the Contractor's expense, may make repairs without notice to the Contractor in

cases where, in his opinion, public safety requires such work to be done at once.

10. a. Contractor's Duties and Liabilities: The Contractor shall comply with all local, state, and national laws and regulations, and with all City ordinances in the prosecution of the work, and shall secure all necessary permits and licenses.

b. Insurance Requirements:

1. Insurance requirements shall be per City of Hartford Document #1007 – “Construction Insurance Requirements” as referenced in Section 3 - General Information for Preparation and Delivery of a Response for Construction Projects. Insurance coverage shall remain full force for the duration of the contract, including any and all extensions. All renewal certificates shall be furnished at least 30 days prior to policy expiration.

- The insurance requirements shall apply to all subcontractors.
- All policy forms shall be on the occurrence form. Exceptions must be authorized by the City's Risk Manager unless the coverage is not for Professional Liability where the common form is claims made.
- Acceptable evidence of coverage will be on the ACCORD form or a form with the same format.
- Each certificate shall contain a 30 day notice of cancellation.
- Insurance shall be issued by an insurance company licensed to conduct business in the State of Connecticut. .

- c. Contractor Shall Protect the Public: The Contractor shall execute the work in such a manner as to interfere as little as possible with public travel, shall provide railings or suitable barricades to exclude persons and animals from trenches and obstructions, and to prevent accident or injury to workmen, other persons, vehicles, or animals; shall cause a sufficient number of lights to be kept burning on or near the work from twilight in the evening until sunrise, shall furnish, set and maintain such "street closed" m, d "dangerous," detour," or other signs as may be necessary for the convenience of traffic or as may be directed by the Engineer, and shall employ a watchman or additional safeguards when and as necessary, or when required by the Engineer.

- d. Patents: The Contractor shall defend any suits or proceedings brought against the City for alleged infringements of patents by or by reason of any

method of construction, or appliances, and materials furnished under this contract, and shall pay any damages or costs that may be awarded against the City as a result of such suits, free of all expense to the City.

11. a. Avoidance of Contract: If the work to be done under this agreement shall be abandoned, or at any time suspended for three days without reasonable cause, or if this contract shall be assigned without the written consent of the City Manager, or if at any time the Engineer shall be of the opinion that the said work is unnecessarily or unreasonably delayed, or that the Contractor is willfully violating any of the conditions or agreements of this contract, or that the progress of the work is, in his opinion, being so delayed that said work cannot be completed within the required time, the Engineer may give notice, postage prepaid, to the Contractor, at his business address, to that effect. If the Contractor shall not, within ten days after the mailing of such notice, take such measures as will, in the judgment of the Engineer, insure the satisfactory completion of the work, he may, by and with the consent of said City Manager, notify the Contractor, in writing, to discontinue all work under this contract; and it is hereby agreed that the Contractor shall thereupon at once stop work and cease to have any right or claim to possession of the ground, or such part thereof as the Engineer may designate; and the City may, by means of such other agents or contractors as shall to it seem advisable, complete the work herein described, or such part thereof as it may deem necessary, and may take possession of and use such implements, tools, and materials or facilities used for or in connection with the operations or the fulfillment of this contract, except as otherwise provided. The Contractor shall not remove any portion of the plant or any materials after receiving such notice as aforesaid. And said City is hereby authorized and empowered to apply sums of money due or to become due to said Contractor under this contract by way of reduction in damages, and as part payment of such additional expense incurred by the City as aforesaid.
 - b. Engineer May Protect Work: It is, however, mutually agreed that the Engineer, at his discretion and at the Contractor's expenses, may immediately, upon the cessation of work or thereafter, take measures to protect the work under construction, the adjacent ground, pipes, and other structures where in his opinion safety requires such work to be done at once.
12. a. Payments: The City will pay and the Contractor will receive, as full compensation for furnishing all materials, labor and equipment for doing all work, assuming all duties, risks, and liabilities, and all obligations required by this contract, the amount stated in the proposal, or the sums of money computed at the several unit prices stated in the proposal submitted by the Contractor to the Purchasing Agent. A copy of the proposal is made part of

this contract. The City may make such deductions from these sums as provided for in this contract.

No advance payment will be made to the Contractor for construction materials purchased in advance and stored by the Contractor. All materials will be paid for complete and accepted in-place according to the contract bid prices.

- b. Monthly Estimate: The Engineer shall, once in each calendar month, make an estimate in writing of the total amount of work done and an allowance for the value of materials delivered to the time of such estimate. The City shall retain five (5) percent of such estimated value as part security for the fulfillment of this contract by the Contractor, and shall monthly, or as nearly monthly as the practices of the disbursing officers of the City permit, pay to the Contractor, while carrying on the work, the balance, not retained as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of such of this contract. But is understood that estimates are approximate only, are subject to adjustment on the final estimate, and that they shall be made only when the work progresses in accordance with the provisions of this contract.
 - c. Final Estimates: The Engineer shall, as soon as practical after completion of all work under this contract, make a final estimate of the amount of work done thereunder and the value of such work. The City shall within sixty (60) days after such final estimate is so made and is approved by the City Manager, pay to the Contractor the balance, after deducting all previous payments and all sums to be kept or retained under the provisions of this contract. No interest is to be allowed or paid by the City upon any moneys retained under the provisions of this contract.
 - d. Money Retained: The City may, at its discretion and at any time, withhold so much of any payments due to the Contractor, or to become due under this contract, as it may deem necessary to settle all claims against the Contractor which may arise under this contract, including all claims for labor or materials furnished to the Contractor, notice of which shall have been filed in the office of said City Engineer, and may retain the same until the Engineer shall be satisfied that the said City, its agents and servants will be fully protected from any loss and indemnified for all damage for which the Contractor may become liable, and that all parties who may have claims against the Contractor for work done or materials furnished on account of this contract have been fully paid.
13. Contents of Contract: The General information for bidders, the Response Forms, the Specifications, together with the General Conditions, the Technical

Specifications dated February 2005 and the Special Provisions following herewith, and the performance bond and the labor and material payment bond, and any and all additions which may be inserted or attached to any or all of the sections as listed above, together with the drawings named in the information for bidders are made a part of this contract. The general features of said work are shown on the drawing on file in the office of the City Engineer, referred to in the proposal for this work which are made a part of this contract, and the Engineer shall furnish the Contractor with such additional plans as may be necessary to show the details of construction, which are to be considered as illustrating the requirements set for in this contract and specifications and are to be followed by the Contractor in carrying out the work done hereunder.

14. Authority And Duties Of Inspector: An Inspector is a representative (but not a duly authorized representative as referred to in Article 2 of this Contract) of the Engineer assigned to make any and all necessary inspections of the work performed and materials furnished by the Contractor. Inspectors shall be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation or manufacture of the materials to be used. In case of dispute arising between the Contractor and the Inspector as to materials furnished or the manner of performing the work, the Inspector shall have the authority to reject material or suspend the work until the question at issue can be referred to and decided by the Engineer. The Inspector shall not be authorized to revoke, alter, enlarge, relax or release any requirements of the specifications nor to approve or accept any portion of the work, nor to issue instruction contrary to the plans and specifications, nor will he act as foreman or perform other duties of the Contractor. Any advice which the Inspector may give the Contractor will in no way be construed as binding the Engineer or City in any nor releasing the Contractor from the fulfillment of the terms of the said Contract.
15. Fair Employment Practices: The Contractor hereby agrees that neither he nor his subcontractors will refuse to hire or employ or to bar or to discharge from employment an individual or to discriminate against him in compensation or in terms, conditions or privilege of employment because of race, color, religious creed, age, sex, marital status, national origin, ancestry, present or past history of mental disorder, mental retardation, learning disability or physical disability, including, but not limited to, blindness, except in the case of bona fide occupational qualification or need.

The Contractor further agrees that neither he nor his sub-contractors will discharge, expel otherwise discriminate against any person because he has opposed any discriminatory employment practice or because he has filed a complaint or testified or assisted in any proceeding under Section 46a-82, 46a-83 or 46a-84 of the Connecticut General Statutes. The advertisement of employment opportunities will be carried out in such manner as not to restrict such employment so as to discriminate against individuals because of their race, color, religious

creed, age, sex, marital status, national origin, ancestry, present or past history of mental disorder, mental retardation, learning disability or physical disability, including, but not limited to, blindness, except in the case of a bona fide occupational qualification or need.

The terms stated above are taken from Section 46a-60 of the Connecticut General Statutes, "Discriminatory Employment Practices Prohibited."

16. Payment of Sub-Contractors: The Contractor, within 10 days after payment to such Contractor by the City, shall pay any amounts due sub-contractors, whether for labor performed or materials furnished, when such labor or materials have been included in a requisition submitted by such Contractor and paid by the City.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seal this

_____ day of _____ 200_

THE CITY OF HARTFORD

By _____ CHIEF OPERATING OFFICER

(Seal)

Signed in presence of:

CONTRACTOR

—

By _____

(Seal)

Signed in presence of:

Approved as to form and legality:

Office of Corporation Counsel
City of Hartford